

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X

**ORIX FINANCIAL SERVICES, INC., formerly
known as ORIX CREDIT ALLIANCE, INC.,**

Plaintiff,

-against-

DEFAULT JUDGMENT

**MECUM TRANSIT, INC. and
KIMBERLY MECUM a/k/a KIM MECUM,**

04 Civ. 3728 (RCC)

Defendants.

-----X

This action was commenced by the filing of a Complaint and the issuance of a Summons on May 17, 2004, and a copy of said Summons and Complaint having been served upon the Defendants KIMBERLY MECUM a/k/a KIM MECUM, on June 17, 2004, by personal service upon Carol Nicholas, an officer of C-A Credit Corp., the agent for service of process designated by said defendant under the terms of documents executed by her and referred to in the Complaint as her Guaranty, and the said Summons with proof of service having been filed in the Office of the Clerk of the Court on or about June 22, 2004, and the said Defendant KIMBERLY MECUM a/k/a KIM MECUM having failed to file and serve an answer, a motion or otherwise appear in this action, and upon plaintiff's Affidavit in Support of its Motion for Default Judgment, exhibits annexed hereto, made and sworn to by Yvonne Kalpakoff, an officer of plaintiff with personal knowledge of the facts relating to plaintiff's claims herein; an Affirmation in Support of Plaintiff's

Motion for Default Judgment of Lewis M. Smoley, a member of the law firm of Davidoff, Malito & Hutcher, LLP, attorneys for the plaintiff, with exhibits annexed thereto; a Statement of the amount of plaintiff's damages; and a Clerk's Certificate noting said defendant's default in the pleadings, all of which are submitted herewith,

NOW, on motion of LEWIS M. SMOLEY, attorney for plaintiff, it is

ORDERED and ADJUDGED:

That the Plaintiff ORIX FINANCIAL SERVICES, INC., formerly known as ORIX CREDIT ALLIANCE, INC., have judgment against the Defendant KIMBERLY MECUM a/k/a KIM MECUM in the liquidated amount of \$382,118.33, plus default interest at the rate of 2/41st of 1% *per diem* as provided for in Notes 1 through 9 inclusive, from February 9, 2001 to August 23, 2004, in the aggregate amount of \$174,546.02, plus attorneys' fees (to which the plaintiff is entitled pursuant to the terms of aforesaid Notes and the said defendant's Guaranty in the amount of \$5,000.00, for a total amount of \$561,664.35.

Dated: New York, New York
August 10, 2004.



U.S.D.J.